

RECORDING REQUESTED BY:

Aerojet-General Corporation
P.O. Box 13222
Sacramento, California 95813
Attn: Director of Real Estate

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, California 95826
Attention: James Tjosvold, Chief
Northern California Central Cleanup
Operations Branch



Sacramento County Recording
Craig A Kramer, Clerk/Recorder
BOOK **20080325** PAGE **0971**

Check Number 1289

Tuesday, MAR 25, 2008 2:36:10 PM

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SLR/81/1-28

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTIONS ON GROUNDWATER AT THE CENTRAL AREA OPERABLE UNIT

MCDONNELL DOUGLAS INACTIVE RANCHO CORDOVA TEST SITE
DTSC PROJECT CODE 100295

**County of Sacramento APN(s) 072-0370-070; 072-0370-089; 072-0370-092;
072-0540-009; 072-0540-012; 072-0540-013; 072-0540-014; 072-0540-015;
072-0540-016; and 072-0540-017**

This Covenant and Agreement ("Covenant") is made by and between Aerojet-General Corporation (the "Covenantor"), the current owner of property situated in the City of Rancho Cordova, Sacramento County, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence in groundwater of hazardous materials as defined in Health and Safety Code section 25260. The Covenantor and Department, collectively referred to as the "Parties", hereby agree, pursuant to Civil Code section 1471, and Health and Safety Code section 25355.5 that the use of the Property be restricted as set forth in this Covenant; and the Parties further agree that the Covenant shall conform with the requirements of California Code of Regulations, title 22, section 67391.1.

ARTICLE I
STATEMENT OF FACTS

1.01. The Property, totaling approximately 2,300 acres, is located in the City of Rancho Cordova, California, about 15 miles east of Sacramento and more particularly described and depicted in Exhibit "A" as the Central Area Operable Unit (the "Property") of the McDonnell Douglas Inactive Rancho Cordova Test Site ("IRCTS"), attached hereto and incorporated herein by this reference. The IRCTS is generally bounded by White Rock Road to the north, Douglas Road to the south and various private third-party properties to the east and west, in the County of Sacramento, State of California. The Property is also generally described as Sacramento County Assessor's Parcel Nos.: 072-0370-070; 072-0370-089; 072-0370-092; 072-0540-009; 072-0540-012; 072-0540-013; 072-0540-014; 072-0540-015; 072-0540-016; and 072-0540-017

1.02. Covenantor purchased the IRCTS in 1956 from the Natomas Mining Company. Prior to 1956, much of the IRCTS was mined for gold using bucket-line dredges. Between 1956 and 1972, Covenantor and the McDonnell Douglas Corporation used certain portions of the IRCTS for various aerospace operations. On November 14, 1991, the Department issued an Imminent and Substantial Endangerment and Remedial Action Order ("I&SE Order") to address releases of hazardous substances at locations within the IRCTS, but outside the boundary of the Property and contamination in groundwater including the groundwater beneath the Property. The I&SE Order was superseded by an Imminent and/or Substantial Endangerment Determination and Consent Order issued by the Department on June 30, 1994 (the "Consent Order") pursuant to Section 25358.3(a)(1) of the California Health & Safety Code. With respect to groundwater contamination beneath the IRCTS, the Consent Order requires completion of a Remedial Investigation/Feasibility Study, preparation of a Remedial Action Plan, preparation of California Environmental Quality Act documents, and implementation of the remedial actions approved in the Remedial Action Plan.

1.03. Groundwater beneath the Property is being remediated pursuant to a Remedial Action Plan ("RAP") developed in accordance with Health and Safety Code, division 20, chapter 6.8 and approved by the Department on January 24, 2008. Chemicals of Concern ("COCs"), including perchlorate, trichloroethylene (TCE), cis-1,2-DCE, chloroform, Freon 113, and perchloroethylene (PCE) have been found in the regional groundwater aquifers between approximately 90 feet and 250 feet below

ground surface of the Property. These COCs are hazardous substances, as defined in Health and Safety Code section 25316, and hazardous materials as defined in Health and Safety Code section 25260.

1.04. There has been no known release of COCs or any other hazardous substances to soil at the Property. All known sources of releases of COCs and hazardous substances found in the groundwater beneath the Property are located outside of the Property boundary.

1.05. Since these COCs remain in the groundwater beneath the Property, the Department has determined that restrictions on the use of the groundwater beneath the Property are necessary to protect human health and safety and the environment. The Department has also determined that, on the basis of the Final Baseline Risk Assessment as approved by the Department, and subject to the restrictions of this Covenant, the Property does not present an unacceptable threat to human health or safety or the environment.

ARTICLE II

DEFINITIONS

2.01. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.02. Environmental Restrictions. "Environmental Restrictions" means all protective provisions, covenants, restrictions, prohibitions, and terms and conditions as set forth in any section of this Covenant.

2.03. Improvements. "Improvements" includes, but are not limited to: buildings, structures, roads, driveways, improved parking areas, wells, pipelines, or other utilities.

2.04. Lease. "Lease" means lease, rental agreement, or any other document that creates a right to use or occupy any portion of the Property.

2.05. Occupant. "Occupant" means Owners and any person or entity who at the time is entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.06. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at the time has a record fee interest in the Property or portion thereof.

2.07. RWQCB. "RWQCB" means the Central Valley Region of the Regional Water Quality Control Board and includes its successor agencies, if any.

ARTICLE III
GENERAL PROVISIONS

3.01. Runs with the Land. This Covenant sets forth Environmental Restrictions that apply to and encumber the Property and every portion thereof no matter how it is improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. This Covenant: (a) runs with the land pursuant to Health and Safety Code section 25355.5 and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by the Department, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants. Pursuant to the Health and Safety Code, this Covenant binds all Owners and Occupants of the Property, their heirs, successors, assignees, agents, and employees, except for the obligations of Covenantor under sections 3.04 and 3.05 below. Pursuant to Civil Code section 1471, all successive owners of the Property are expressly bound hereby for the benefit of the Department. It is intended that this Covenant binds all Owners and Occupants, and their respective successors and assigns, only during and in respect of their respective successive periods of ownership or occupancy such that an Owner's or Occupant's rights and obligations under this Covenant shall terminate upon transfer, expiration, or termination of the Owner's or Occupant's interest in the Property, except that such Owner's or Occupant's liability for any violations of the requirements or restrictions of this Covenant or any acts or omissions during such ownership or occupancy shall survive any transfer, expiration or termination of the Owner's or Occupant's interest in the Property.

3.03. Incorporation into Deeds and Leases. This Covenant and its Environmental Restrictions shall be incorporated by reference in each and every deed and Lease for any portion of the Property.

3.04. Conveyance of Property. Covenantor and the Department have entered into the Land Use Covenant Implementation and Enforcement Agreement for the Central Area Operable Unit ("LUC Implementation and Enforcement Agreement for CAOU") whereby Covenantor agrees to provide the Department with current property ownership records at Covenantor's expense so that the Department will have the most current ownership information concerning the Property or a portion thereof.

3.05. Costs of Administering the Covenant to be paid by Covenantor.

Covenantor and the Department have entered into the LUC Implementation and Enforcement Agreement for CAOU whereby Covenantor agrees to reimburse the Department for its costs incurred in implementing, administering and enforcing this Covenant.

ARTICLE IV
RESTRICTIONS

4.01. Prohibited Activities Relating to Groundwater. No Owner or Occupant shall conduct any activities at the Property that may interfere with the integrity or effectiveness of any remedial systems (including monitoring, operation and maintenance activities) required for the groundwater beneath the Property, including any of the following activities:

- (a) No Extraction. No Owner or Occupant shall drill, bore, otherwise construct, or use a well for the purpose of extracting water for any use, including, but not limited to, domestic, municipal, potable, or industrial uses, except for necessary construction dewatering and Department-approved site remediation, unless and until expressly approved in writing by the Department. Without limiting the right to add additional wells as provided herein, this prohibition does not apply to the following existing wells:

State Well #	Other Well #	Well Owner
9N/7E-33E1	1028	Aerojet-General Corporation
8N/7E-08F1	1055	California-American Water Company
8N/7E-09K1	1287	California-American Water Company
8N/7E-08C1	1288	California-American Water Company

- (b) No Recharge. No Owner or Occupant shall install, operate, or maintain a recharge or sedimentation control basin that is designed to infiltrate water unless and until expressly approved in writing by the Department. Upon the Department's approval, Owner or

Occupant shall obtain all necessary permits to install, operate, or maintain such facilities.

- (c) No Injection. No Owner or Occupant shall install, operate, or maintain any injection well for any use unless and until expressly approved in writing by the Department. Upon the Department's approval, Owner or Occupant shall obtain all necessary permits to install, operate, or maintain such facilities.

4.02. Access for Department and RWQCB. The Department and the RWQCB shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary to protect the public health or safety, or the environment. The Department and RWQCB shall take reasonable efforts to limit such entry and access to common areas such as public rights-of-way or private roads in a gated community.

4.03. Access for Implementing Groundwater Operation and Maintenance. The entity or person responsible for implementing the groundwater operation and maintenance agreements for the McDonnell Douglas Inactive Rancho Cordova Test Site shall have reasonable right of entry and access to the Property for the purpose of implementing those agreements until the Department determines that no further groundwater operation and maintenance activities are required by those agreements. Any such responsible person or entity shall take reasonable efforts to limit such entry and access to common areas such as public rights-of-way or private roads in a gated community.

4.04. Location of Monitoring and Extraction Wells. Neither the Department nor any such responsible person or entity shall require installation of any monitoring or extraction well on any portion of the Property developed for residential uses, including, but not limited to, multi-family residential uses. However, the Department may require installation of monitoring wells on common areas such as public rights-of-way and private roads in a gated community in order to protect the public health or safety, or the environment.

4.05. Consultation with RWQCB. DTSC will consult with RWQCB prior to

making decisions in connection with Sections 4.01, 4.02, 4.03, and 4.04 above and will ensure that DTSC's decisions are consistent with any orders issued by RWQCB regarding groundwater at the Property.

ARTICLE V

ENFORCEMENT

5.01. Enforcement. Failure of any Owner or Occupant to comply with this Covenant, as expressly provided herein, shall be grounds for the Department to require modification or removal of any Improvements constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant shall be grounds for the Department to pursue administrative, civil or criminal actions against such Owner or Occupant as the Department deems appropriate.

ARTICLE VI

VARIANCE, TERMINATION, AND TERM

6.01. Variance. Covenantor or any Owner, Occupant, or other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with Health and Safety Code section 25233. DTSC will consult with RWQCB prior to making the decision on the variance and will ensure that DTSC's decisions are consistent with any orders issued by RWQCB regarding groundwater at the Property.

6.02 Termination or Modification. Covenantor or any Owner, Occupant, or other aggrieved person, may apply to the Department for a termination or modification of one or more terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with Health and Safety Code section 25234. DTSC will consult with RWQCB prior to making the decision on the termination or modification and will ensure that DTSC's decisions are consistent with any orders issued by RWQCB regarding groundwater at the Property.

6.03 Term. Unless ended in accordance with paragraph 6.02, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII

MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in this Covenant shall be

construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02. Department References. All references to the Department include successor agencies/departments or other successor entity.

7.03. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Sacramento within ten (10) days of the Covenantor's receipt of a fully executed original.

7.04. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner: Aerojet-General Corporation
Post Office Box 13222
Sacramento, California 95813
Attn: President, Real Estate

With a copy to:

Aerojet-General Corporation
P. O. Box 537012
Sacramento, California 95813
Attn: Legal Department

Or To: Name and address of any new owner as identified to the Department under section 3.05 of this Covenant.)

To Department: James L. Tjosvold, P.E., Chief
Northern California-Central Cleanup Operations Branch
Department of Toxic Substances Control
8800 Cal Center Drive, 3rd Floor
Sacramento, California 95826-3200

To RWQCB: Executive Officer
California Regional Water Quality Control Board
Central Valley Region
11020 Sun Center Drive #200
Rancho Cordova, CA 95670-6114

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph. If the Department

receives timely and adequate notice that a duly authorized representative of the Owner, such as a homeowners' association or a property owners' association, has agreed to accept notices on behalf of the Owner for the purposes of this Covenant, the Department will send notices to such representative instead of sending them to the individual Owner.

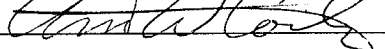
7.05. Partial Invalidity. If this Covenant or any of its terms are determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.06 Statutory References. All statutory references include successor provisions.

7.07. Counterparts. The Parties may execute this Covenant in two (2) or more counterparts, which shall, in the aggregate, be signed by all Parties; each counterpart shall be deemed an original of this Covenant as against any Party who has signed it. In the event of any disparity between counterparts produced, the counterpart recorded in the Official Records shall be controlling.

IN WITNESS WHEREOF, the Parties execute this Covenant.

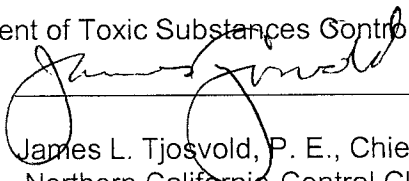
Covenantor: ~~Aerojet-General Corporation~~

By: 

Title: Chris Conley
Vice-President, Environmental, Health & Safety

Date: 3-14-08

Department of Toxic Substances Control

By: 

Title: James L. Tjosvold, P. E., Chief
Northern California-Central Cleanup Operations Branch

Date: 3/14/08

STATE OF CALIFORNIA

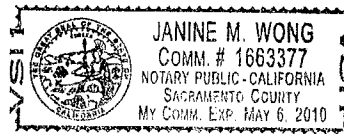
COUNTY OF Sacramento

On 3/14/08, 2008, before me, Janine M Wong, a
Notary Public, personally appeared Chris Conley, who proved
to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ ~~(s)~~ are
subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed
the same in ~~his~~/her/their authorized capacity~~(ies)~~, and that by ~~his~~/her/their signature~~(s)~~
on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

Janine M Wong
Notary Public



STATE OF CALIFORNIA }

COUNTY OF Sacramento }

On 3/14, 2008, before me, Janine M. Wong, a
Notary Public, personally appeared James L. Tosvold, who proved
to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are
subscribed to the within instrument and acknowledged to me that ~~he~~ she/they executed
the same in ~~his~~ her/their authorized capacity(ies), and that by ~~his~~ her/their signature(s)
on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

Janine M. Wong
Notary Public

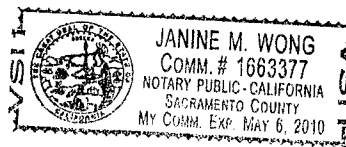


EXHIBIT "A"

CENTRAL AREA OPERABLE UNIT DESCRIPTION

All that portion of Parcel 23 and Parcel 26 through Parcel 31 inclusive as said parcels are shown on that certain map filed in Book 55 of Parcel Maps at Page 30, Official Records of the County of Sacramento, New Parcel 10 as shown in the document filed in Book 20080221 at Page 0779, Official Records of the County of Sacramento, New Parcel 17 as shown in the document filed in Book 20080221 at Page 0780, Official Records of the County of Sacramento, and New Parcel 18 as shown in the document filed in Book 20080221 at Page 0781, Official Records of the County of Sacramento, State of California, being more particularly described as follows:

Beginning at the northeast corner of said New Parcel 10, thence, from the Point of Beginning, South 00°57'26" East, a distance of 3869.39 along the east line of said New Parcel 10;

Thence, North 89°05'46" East, a distance of 466.94 feet along said east line;

Thence, South 00°56'26" East, a distance of 6458.47 feet along the east line of said New Parcel 10 and the east line of said New Parcel 17;

Thence, North 89°59'13" West, a distance of 1441.30 feet to the west line of said Parcel 31;

Thence, North 00°03'54" East, a distance of 711.63 feet along the west line of said Parcel 31, and the west line of said Parcel 30, and the west line of said Parcel 29 to the south line of said Parcel 27;

Thence, South 89°00'55" West, a distance of 179.99 feet along the south line of said Parcel 27 to the arc of a non-tangent curve having a radial bearing of South 00°58'57" East;

Thence, on the arc of said non-tangent curve to the left a distance of 299.63 feet along the south line of said Parcel 27, and along the south line of said Parcel 26, said curve has a central angle of 54°30'03" and a radius of 315.00 feet;

Thence, North 60°46'16" West, a distance of 941.42 feet;

Thence, North 06°34'21" West, a distance of 408.40 feet;

Thence, North 34°26'42" East, a distance of 305.50 feet;

Thence, North 09°03'22" East, a distance of 264.78 feet;

Thence, North 16°23'00" West, a distance of 256.88 feet;

Thence, North 58°08'25" West, a distance of 448.60 feet;

Thence, North 05°50'48" East, a distance of 413.33 feet;

Thence, North 02°25'31" West, a distance of 197.69 feet;

Thence, North 11°53'01" West, a distance of 163.19 feet;

Thence, North 45°35'31" West, a distance of 324.93 feet;

Thence, South 83°12'07" West, a distance of 1124.13 feet to the arc of a non-tangent curve having a radial bearing of North 12°27'10" East;

Thence, on the arc of said non-tangent curve to the right a distance of 875.33 feet, said curve has a central angle of 25°43'10" and a radius of 1950.00 feet;

Thence, North 51°49'40" West, a distance of 1256.44 feet;

Thence, North 38°10'20" East, a distance of 181.24 feet;

Thence, South 82°30'30" East, a distance of 82.92 feet;

Thence, South 89°59'13" East, a distance of 185.38 feet;

Thence, North 27°34'22" East, a distance of 130.42 feet;

Thence, North 22°31'02" East, a distance of 707.46 feet;

Thence, North 27°59'48" West, a distance of 541.08 feet;

Thence, North 28°08'50" East, a distance of 1634.30 feet;

Thence, North 06°48'13" West, a distance of 212.81 feet;

Thence, South 89°59'13" East, a distance of 24.27 feet;

Thence, North 66°26'02" East, a distance of 395.07 feet;

Thence, North 44°38'13" East, a distance of 305.84 feet;

Thence, South 45°26'02" East, a distance of 799.08 feet to the arc of a non-tangent curve having a radial bearing of North 79°54'31" West;

Thence, on the arc of said non-tangent curve to the right a distance of 68.82 feet, said curve has a central angle of $07^{\circ}53'12''$ and a radius of 500.00 feet;

Thence, South $17^{\circ}58'42''$ West, a distance of 99.98 feet;

Thence, on the arc of a curve to the left a distance of 41.05 feet, said curve has a central angle of $23^{\circ}31'09''$ and a radius of 100.00 feet;

Thence, South $05^{\circ}32'28''$ East, a distance of 43.85 feet;

Thence, on the arc of a curve to the left a distance of 328.51 feet, said curve has a central angle of $94^{\circ}06'38''$ and a radius of 200.00 feet;

Thence, North $80^{\circ}20'54''$ East, a distance of 133.80 feet;

Thence, on the arc of a curve to the left a distance of 380.47 feet, said curve has a central angle of $108^{\circ}59'49''$ and a radius of 200.00 feet;

Thence, North $28^{\circ}38'54''$ West, a distance of 57.34 feet;

Thence, on the arc of a curve to the left a distance of 78.64 feet, said curve has a central angle of $09^{\circ}00'40''$ and a radius of 500.00 feet;

Thence, North $37^{\circ}39'34''$ West, a distance of 180.19 feet;

Thence, on the arc of a curve to the left a distance of 353.19 feet, said curve has a central angle of $134^{\circ}54'28''$ and a radius of 150.00 feet;

Thence, South $07^{\circ}25'58''$ West, a distance of 16.57 feet;

Thence, North $45^{\circ}26'02''$ West, a distance of 761.83 feet;

Thence, North $44^{\circ}38'13''$ East, a distance of 27.31 feet;

Thence, North $02^{\circ}19'21''$ West, a distance of 422.08 feet;

Thence, North $31^{\circ}01'41''$ West, a distance of 225.15 feet;

Thence, North $34^{\circ}56'08''$ West, a distance of 384.38 feet;

Thence, North $47^{\circ}58'29''$ West, a distance of 209.85 feet;

Thence, North $74^{\circ}35'58''$ West, a distance of 227.19 feet;

Thence, South $80^{\circ}44'32''$ West, a distance of 275.88 feet;

Thence, South 70°14'53" West, a distance of 399.97 feet;
Thence, South 49°54'45" West, a distance of 534.66 feet;
Thence, South 33°42'49" West, a distance of 136.88 feet;
Thence, South 06°22'29" West, a distance of 365.28 feet;
Thence, South 37°30'01" East, a distance of 706.21 feet;
Thence, South 89°59'13" East, a distance of 716.28 feet;
Thence, South 06°48'13" East, a distance of 193.28 feet;
Thence, South 28°08'50" West, a distance of 1535.73 feet;
Thence, North 27°59'48" West, a distance of 204.25 feet;
Thence, North 43°23'42" West, a distance of 138.45 feet;
Thence, North 89°59'13" West, a distance of 251.61 feet;
Thence, South 52°35'07" West, a distance of 152.06 feet;
Thence, South 11°49'27" West, a distance of 1106.65 feet;
Thence, South 29°01'12" East, a distance of 471.03 feet;
Thence, South 82°30'30" East, a distance of 159.35 feet;
Thence, South 38°10'20" West, a distance of 221.91 feet;
Thence, South 51°49'40" East, a distance of 1356.44 feet;
Thence, on the arc of a curve to the left a distance of 682.32 feet, said curve has a central angle of 19°04'13" and a radius of 2050.00 feet;
Thence, South 76°33'14" West, a distance of 279.92 feet;
Thence, South 65°09'33" West, a distance of 177.30 feet;
Thence, South 66°50'31" West, a distance of 100.01 feet;
Thence, South 53°46'17" West, a distance of 155.69 feet;

Thence, South 38°06'22" West, a distance of 459.51 feet;

Thence, South 08°24'36" West, a distance of 132.68 feet;

Thence, South 10°10'57" East, a distance of 190.89 feet;

Thence, South 22°53'07" East, a distance of 205.28 feet;

Thence, South 33°17'41" East, a distance of 336.90 feet;

Thence, South 60°50'20" East, a distance of 664.33 feet;

Thence, South 72°53'33" East, a distance of 400.29 feet;

Thence, South 77°53'53" East, a distance of 757.38 feet;

Thence, South 03°36'53" West, a distance of 259.28 feet;

Thence, South 32°31'47" West, a distance of 288.36 feet;

Thence, South 30°02'57" East, a distance of 300.84 feet;

Thence, South 48°52'41" East, a distance of 446.41 feet to the north line of said Parcel 23;

Thence, South 51°47'34" East, a distance of 610.35 feet along said north line to the east line of said Parcel 23;

Thence, South 38°12'24" West, a distance of 298.46 feet along said east line to the north line of said New Parcel 18;

Thence, South 66°40'31" East, a distance of 312.01 feet along said north line to the arc of a non-tangent curve having a radial bearing of South 66°40'18" East;

Thence, on the arc of said non-tangent curve to the right a distance of 97.75 feet along said north line, said curve has a central angle of 11°12'03" and a radius of 500.00 feet;

Thence, North 34°32'16" East, a distance of 122.26 feet along said north line;

Thence, South 51°47'34" East, a distance of 257.91 feet along said north line;

Thence, on the arc of a curve to the left a distance of 162.80 feet along said north line, said curve has a central angle of 14°34'30" and a radius of 640.00 feet to the east line of said New Parcel 18;

Thence, South 00°03'55" West, a distance of 1449.44 feet along said east line to the south line of said New Parcel 18;

Thence, South 89°23'14" West, a distance of 4091.38 feet along the south line of said New Parcel 18 and said New Parcel 10;

Thence, South 89°37'42" West, a distance of 1947.08 feet along the south line of said New Parcel 10;

Thence, North 89°37'40" West, a distance of 1428.09 feet along said south line to the west line of said New Parcel 10;

Thence, North 00°22'20" East, a distance of 2290.81 feet along said west line;

Thence, South 89°56'25" West, a distance of 367.46 feet along said west line;

Thence, North 89°55'25" West, a distance of 402.97 feet along said west line;

Thence, North 00°00'55" West, a distance of 722.15 feet along said west line;

Thence, North 00°03'11" East, a distance of 608.94 feet along said west line;

Thence, North 88°01'22" West, a distance of 39.63 feet along said west line;

Thence, North 00°19'49" East, a distance of 225.19 feet along said west line;

Thence, North 71°43'32" West, a distance of 459.31 feet along said west line;

Thence, North 18°01'48" East, a distance of 299.22 feet along said west line;

Thence, North 18°12'33" East, a distance of 581.68 feet along said west line;

Thence, North 18°21'10" East, a distance of 260.18 feet along said west line;

Thence, North 86°58'23" East, a distance of 30.58 feet along said west line;

Thence, North 86°04'54" East, a distance of 79.74 feet along said west line;

Thence, North 86°52'08" East, a distance of 104.15 feet along said west line;

Thence, South 71°53'21" East, a distance of 494.50 feet along said west line;

Thence, North 00°22'20" East, a distance of 3765.42 feet along said west line;

Thence, South 89°59'13" East, a distance of 1129.16 feet;

Thence, North 67°52'09" East, a distance of 696.13 feet;

Thence, North 00°00'47" East, a distance of 711.63 feet;

Thence, North 38°52'38" West, a distance of 809.07 feet;

Thence, North 81°10'00" West, a distance of 1105.76 feet;

Thence, North 40°22'04" West, a distance of 101.31 feet;

Thence, North 02°02'45" West, a distance of 1447.86 feet to the north line of said New Parcel 10;

Thence, North 88°50'57" East, a distance of 2167.97 feet along said north line to the arc of a non-tangent curve having a radial bearing of North 01°08'48" West;

Thence, on the arc of said non-tangent curve to the left a distance of 62.58 feet along said north line, said curve has a central angle of 01°11'43" and a radius of 3000.00 feet;

Thence, South 00°58'24" East, a distance of 40.54 feet along said north line;

Thence, North 86°31'01" East, a distance of 6897.56 feet along said north line to the Point of Beginning.

Containing 2286.515 Acres, more or less.

Excepting therefrom the following described parcels of land:

Parcel One:

All that real property as recorded in Book 820917 at Page 1513 in the Official Records of the County of Sacramento, State of California, more particularly described as follows;

Commencing at the south end of that particular course described herein as "North 00°22'20" East, a distance of 2290.81 feet", thence, North 00°22'20" East, a distance of 1075.90 feet along said course;

Thence, South 89°37'40" East, a distance of 120.05 feet to the Point of Beginning of the parcel to be described;

Thence, from the Point of Beginning, North 00°02'10" West, a distance of 79.89 feet;

Thence, South 89°58'18" East, a distance of 78.00 feet;

Thence, South 00°00'36" West, a distance of 79.95 feet;

Thence, North 89°55'38" West, a distance of 77.93 feet to the Point of Beginning.

Containing 0.143 Acres, more or less.

Parcel Two:

All that real property as recorded in Book 820917 at Page 1513 in the Official Records of the County of Sacramento, State of California, more particularly described as follows;

Commencing at the north end of that particular course described herein as "North 00°22'20" East, a distance of 2290.81 feet", thence, North 26°40'21" East, a distance of 268.14 feet to the Point of Beginning of the parcel to be described;

Thence, from the Point of Beginning, North 00°02'08" East, a distance of 79.98 feet;

Thence, North 89°57'06" East, a distance of 70.00 feet;

Thence, South 00°00'09" East, a distance of 80.01 feet;

Thence, South 89°58'15" West, a distance of 70.05 feet to the Point of Beginning.

Containing 0.129 Acres, more or less.

Parcel Three:

All that real property as described in Book 820917 at Page 1513 in the Official Records of the County of Sacramento, State of California, more particularly described as follows;

Commencing at the north end of that particular course described herein as "North 00°22'20" East, a distance of 2290.81 feet", thence, North 18°24'30" West, a distance of 263.84 feet to the Point of Beginning of the parcel to be described;

Thence, from the Point of Beginning, North 18°10'05" East, a distance of 276.73 feet;

Thence, South 71°48'29" East, a distance of 146.44 feet;

Thence, South 18°10'43" West, a distance of 276.46 feet;

Thence, North 71°55'01" West, a distance of 146.39 feet to the Point of Beginning.

Containing 0.930 Acres, more or less.

Parcel Four:

All that real property as described in Book 801215 at Page 499 in the Official Records of the County of Sacramento, State of California, more particularly described as follows;

Commencing at the northeast corner of said New Parcel 10, thence, South 41°22'18" West, a distance of 3318.74 feet to the Point of Beginning of the parcel to be described;

Thence, from the Point of Beginning, South 00°04'05" West, a distance of 200.02 feet;

Thence, North 89°53'58" West, a distance of 200.00 feet;

Thence, North 00°05'32" East, a distance of 200.00 feet;

Thence, South 89°54'15" East, a distance of 199.92 feet to the Point of Beginning.

Containing 0.918 Acres, more or less.

"Site 74" Parcel:

All that portion of New Parcel 10 as said parcel is shown in the document filed in Book 20080221 at Page 0779, Official Records of the County of Sacramento, State of California, being more particularly described as follows:

Commencing at the northeast corner of said New Parcel 10, thence, South 86°31'01" West, a distance of 5500.59 feet along the north line of said Parcel 10 to the Point of Beginning of the parcel to be described;

Thence, from the Point of Beginning, South 02°41'18" East, a distance of 34.32 feet;

Thence, South 07°47'54" West, a distance of 67.94 feet;

Thence, South 70°39'17" East, a distance of 35.89 feet;

Thence, South 36°14'42" East, a distance of 57.54 feet;

Thence, South 02°49'42" West, a distance of 68.24 feet;

Thence, South 20°03'40" West, a distance of 96.68 feet;

Thence, South 36°29'03" West, a distance of 89.59 feet;

Thence, South 15°18'30" West, a distance of 78.53 feet;

Thence, South 52°40'52" West, a distance of 57.91 feet;

Thence, North 80°58'33" West, a distance of 121.31 feet;

Thence, South 42°32'34" West, a distance of 83.45 feet;

Thence, South 70°40'25" West, a distance of 62.78 feet;

Thence, South 03°52'47" East, a distance of 112.04 feet;

Thence, North 56°21'22" West, a distance of 127.34 feet;
Thence, North 30°29'05" East, a distance of 74.30 feet;
Thence, North 36°22'59" West, a distance of 51.71 feet;
Thence, North 17°17'44" West, a distance of 45.33 feet;
Thence, North 10°58'04" West, a distance of 58.89 feet;
Thence, North 19°15'29" East, a distance of 64.50 feet;
Thence, North 52°14'25" West, a distance of 116.90 feet;
Thence, North 10°28'15" East, a distance of 82.38 feet;
Thence, North 16°16'24" East, a distance of 76.80 feet;
Thence, North 28°01'54" East, a distance of 86.51 feet;
Thence, North 88°19'16" East, a distance of 22.80 feet;
Thence, North 33°49'55" East, a distance of 12.21 feet to the north line of said New Parcel 10;
Thence, North 86°31'01" East, a distance of 413.06 feet along said north line to the Point of Beginning.

Containing 5.651 Acres, more or less.

"Site 79" Parcel:

All that portion of New Parcel 10 as said parcel is shown in the document filed in Book 20080221 at Page 0779, Official Records of the County of Sacramento, State of California, being more particularly described as follows:

Commencing at the northeast corner of said New Parcel 10, thence, South 00°57'26" East, a distance of 2886.34 feet along the east line of said New Parcel 10;

Thence, South 89°02'34" West, a distance of 1278.20 feet to the Point of Beginning of the parcel to be described;

Thence, from the Point of Beginning, South 15°32'26" West, a distance of 25.74 feet;

Thence, South 87°52'56" West, a distance of 35.02 feet;

Thence, North 81°33'29" West, a distance of 57.00 feet;
Thence, North 62°39'08" West, a distance of 30.48 feet;
Thence, North 11°55'14" West, a distance of 20.65 feet;
Thence, North 11°30'07" West, a distance of 21.78 feet;
Thence, North 21°25'18" East, a distance of 19.95 feet;
Thence, North 51°02'09" East, a distance of 21.08 feet;
Thence, South 89°40'05" East, a distance of 22.61 feet;
Thence, South 80°41'03" East, a distance of 21.02 feet;
Thence, South 54°51'50" East, a distance of 12.22 feet;
Thence, South 03°37'33" West, a distance of 11.84 feet;
Thence, South 65°58'56" East, a distance of 44.69 feet;
Thence, South 30°07'14" East, a distance of 33.61 feet to the Point of Beginning.
Containing 0.209 Acres, more or less.

"Site 80" Parcel:

All that portion of New Parcel 10 as said parcel is shown the document filed in Book 20080221 at Page 0779, Official Records of the County of Sacramento, State of California, being more particularly described as follows:

Commencing at the northeast corner of said New Parcel 10, thence, South 00°57'26" East, a distance of 3124.26 feet along the east line of said New Parcel 10;

Thence, South 89°02'34" West, a distance of 1543.88 feet to the Point of Beginning of the parcel to be described;

Thence, from the Point of Beginning, South 78°47'21" West, a distance of 100.90 feet;

Thence, South 79°22'18" West, a distance of 74.28 feet;

Thence, North 55°55'25" West, a distance of 73.06 feet;

Thence, North 66°46'57" West, a distance of 39.93 feet;

Thence, North 15°39'30" West, a distance of 50.26 feet;
Thence, North 15°13'48" West, a distance of 58.55 feet;
Thence, North 12°09'26" East, a distance of 42.81 feet;
Thence, North 36°32'44" East, a distance of 37.15 feet;
Thence, North 35°25'24" West, a distance of 24.27 feet;
Thence, North 00°49'52" East, a distance of 22.33 feet;
Thence, North 41°59'39" East, a distance of 30.31 feet;
Thence, North 64°27'23" East, a distance of 53.21 feet;
Thence, North 70°20'49" East, a distance of 40.76 feet;
Thence, North 76°51'48" East, a distance of 39.80 feet;
Thence, South 45°20'25" East, a distance of 14.29 feet;
Thence, South 29°18'02" East, a distance of 21.95 feet;
Thence, South 22°19'55" West, a distance of 44.58 feet;
Thence, South 25°08'15" West, a distance of 38.84 feet;
Thence, South 53°22'19" East, a distance of 90.83 feet;
Thence, South 53°56'15" East, a distance of 84.33 feet;
Thence, South 03°51'22" East, a distance of 101.09 feet to the Point of Beginning.

Containing 1.493 Acres, more or less.

"Site 78" Parcel:

All that portion of New Parcel 10 as said parcel is shown in the document filed in Book 20080221 at Page 0779, Official Records of the County of Sacramento, State of California, being more particularly described as follows:

Commencing at the southwest corner of said Parcel 15, thence, South 89°40'49" East, a distance of 990.26 feet along the south line of said Parcel 15;

Thence, South 89°37'40" East, a distance of 1083.97 feet along said south line;

Thence, North 00°22'20" East, a distance of 718.84 feet to the Point of Beginning of the parcel to be described;

Thence, from the Point of Beginning, South 89°58'05" West, a distance of 100.01 feet;

Thence, North 00°03'04" West, a distance of 100.00 feet;

Thence, South 89°51'11" East, a distance of 99.91 feet;

Thence, South 34°52'52" East, a distance of 41.91 feet;

Thence, South 00°16'24" East, a distance of 30.19 feet;

Thence, South 89°29'18" West, a distance of 23.85 feet;

Thence, South 00°07'11" West, a distance of 34.92 feet to the Point of Beginning.

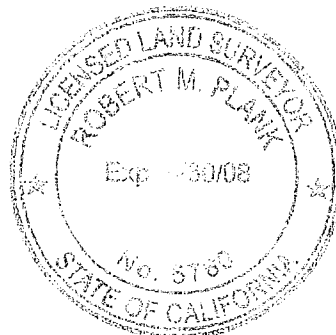
Containing 0.255 Acres, more or less.

See Exhibit "A-1", plats to accompany legal descriptions attached hereto and made a part hereof.

End of Description.

This description was prepared by me or under my direction pursuant to the requirements of the Professional Land Surveyors Act.

Dated: 02/28/08 Robert M. Plank
Robert M. Plank, L.S.5760



L:\Sacramento\7777\21\Descriptions\
Covt to Restrict Use - IRCTS\
Exhibit A CAOU Revised 02-27-08.doc
Rev: 02-27-08 RMP

Prepared by the firm of
MacKay & Soms Civil Engineers, Inc.
Sacramento, California

SEE PAGE 15 OF 17

